

ACL Websites Terms of Use

IMPORTANT – Please read these Terms of Use carefully as they are a binding agreement between you and ACL Services Ltd. (“ACL”).

ACL owns and operates the “acl.com” and associated websites, including the websites referred to as Community, Academy, ScriptHub and Inspirations (the “**ACL Websites**”). By accessing, browsing or using any part of the ACL Websites, you accept these Terms of Use and agree to be bound by them. If you do not agree with these Terms of Use, you may not use the ACL Websites.

Purpose of these Terms of Use

ACL has established these Terms of Use in order to:

- Protect the integrity of the ACL Websites for all users of the ACL Websites;
- Ensure responsible use of the ACL Websites;
- Ensure compliance with applicable laws; and
- Protect ACL’s intellectual property.

General Use of the ACL Websites

You are free to browse and use the ACL Websites, and you may print or download content from the ACL Websites, for your own personal, non-commercial use provided that:

- You retain and keep intact all copyright, trademark or other proprietary notices (such as © 2017 ACL Services Ltd. All Rights Reserved);
- You do not disseminate or distribute the content publicly or use it for any commercial gain; and
- You abide by the terms and restrictions set out below.

User Registration

Certain areas of the ACL Websites require a user account and are password protected (“**Registered Areas**”). If you register for a user account with ACL:

- You are responsible for all activities that occur under your user account.
- You must provide accurate, current and complete information when registering your account.
- You must not provide false identity information to gain access to the ACL Websites.
- You must keep your user ID and password confidential, and change your password periodically.
- You must not allow any other person to use your User ID and password.
- You must notify ACL of any unauthorized use of your User ID and password.

User Profile

When you register for a user account, you create a user profile consisting of your first and last names, organization name, work title and work phone number. You may, optionally, include information about yourself and post a photo. Please be aware that:

- Your name, title, organization and “about me” information are publicly displayed in the community forums and user groups.

- Your profile photo will not be publicly displayed unless you choose to show your photo on publicly accessible pages by checking a box for this.
- Your profile is searchable by other community users and the public, even if they are not part of your organization.
- Content that you share or post may be seen by other users of the community or the public.

By registering a user account, you consent to ACL's collection and use of your personal information as set out above and in accordance with the ACL Privacy Policy at: www.acl.com/privacy-policy.

ACL Products

ACL products and services may be made available for access and use through the ACL Websites. Your use of such products and services is governed by ACL's standard terms for those products and services, copies of which can be found here: www.acl.com/legal.

If there is any conflict between these Terms of Use and ACL's standard terms for its products and services, ACL's standard terms will apply and take precedence.

Product Resources

User resources for ACL products, such as online training, help documentation, scripts, tools, templates, tutorials or other information ("**Resources**"), may be made available for access and use through the ACL Websites. You may access, use and, where applicable, download the Resources for your own personal, non-commercial use provided that:

- You retain and keep intact all copyright, trademark or other proprietary notices contained in or on the Resources (such as © 2017 ACL Services Ltd. All Rights Reserved);
- You do not disseminate or distribute any Resources to anyone outside your organization or the ACL user community in which you accessed such Resources; and
- You do not use the Resources for any commercial gain.

You acknowledge and agree that:

- Resources are provided solely for education about ACL products;
- Resources are provided "as is" without any warranty and are used at your own risk;
- ACL does not promise that Resources will be accurate or operate properly with ACL products; and
- Resources may be varied or discontinued at any time.

Community and Posting Materials

The Community portion of the ACL Websites provides a forum where users can connect and share knowledge about ACL products. Users of the Community forums and user groups are expected to behave professionally and to be courteous and respectful of others. You must not make or post any comments or discussions that are profane, discriminatory, degrading, defamatory, threatening, harassing or otherwise objectionable.

Where you are permitted to post or upload materials through the ACL Websites:

- You must own the materials or have obtained the necessary rights and consents to post or upload it.
- The material must not be unlawful or objectionable.

- The material must not damage or interrupt the proper working of the ACL Websites (for example, by containing viruses or corrupted files).
- You must use reasonable security measures (such as encryption and a secure network/system; not an open system or public computer).
- You must not post or transmit spam, junk mail or chain letters.
- You grant ACL an irrevocable, royalty-free and worldwide right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your posted content in any media.

ACL is not responsible for the content of the postings made by you or any third party and is not obliged to review, edit or filter the postings. ACL reserves the right to modify, reject or remove any comments or materials posted on the ACL Websites at any time in its discretion. ACL does not endorse any comments or materials posted by users, and such comments and materials do not necessarily reflect the views of ACL.

All posts are public and are not confidential. If a third party sues ACL, or makes a claim against ACL, because of the comments or materials you post, you must pay ACL for any damages and expenses that ACL incurs as a result of that suit or claim.

Product Ideas

You may be able to post or submit ideas, suggestions or feature requests ("**Ideas**") through the ACL Websites. All Ideas you post or submit are owned by ACL and may be adopted by ACL for any of its products, services or resources. You assign to ACL all right, title and interest in and to all Ideas and you waive all rights you may have, now or in future, in respect of such Ideas, including all moral rights and the right to any compensation.

You acknowledge that:

- Posting or submitting Ideas does not make you an author, inventor or contributing author or inventor of any ACL products, features or other works or inventions;
- ACL has no obligation to accept or use any Ideas;
- To the extent any Ideas are not assignable, you grant ACL a non-exclusive, royalty-free, worldwide, perpetual and irrevocable right and license to freely copy, use, make use of, publish, adapt, distribute, sell, license, create derivative works from and otherwise exploit your Ideas, including incorporating them into future versions of ACL products, services or resources; and
- Any Ideas or unreleased features discussed on or through the community forums, user groups or other ACL Websites are not promised to be available and may never become available.

Prohibited Conduct

In addition to the restrictions set out above, you **must not** use the ACL Websites in any inappropriate or unlawful manner. Examples of inappropriate and unlawful use include:

- Distributing, selling, licensing or otherwise commercially exploiting the ACL Websites or any materials, information, software, code or content posted or contained in them;

- Creating internet “links” to the ACL Websites or “framing” or “mirroring” any content on any other server or wireless or internet-based device;
- Harvesting or otherwise collecting information about others, including names and email addresses;
- Probing, scanning or testing the vulnerability of the ACL Websites, or breaching the security or authentication measures on the ACL Websites;
- Taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the ACL Websites, or any systems or networks connected to the ACL Websites;
- Using any device, software or routine to interfere, or attempt to interfere, with the proper working of the ACL Websites or any transaction being conducted on the ACL Websites, or with any other person’s use of the ACL Websites;
- Forging headers or otherwise manipulating identifiers in order to disguise the origin of any message or transmittal you send on or through the ACL Websites;
- Pretending that you are, or that you represent, someone else, or impersonating any other individual or entity;
- Attempting to gain unauthorized access to Registered Areas of the ACL Websites or related systems or networks;
- Using any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any portion of the ACL Websites; and
- Using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the ACL Websites, other than the search engines and search agents available through the ACL Websites, and other than generally available third-party web browsers (such as Microsoft Internet Explorer, Google Chrome, Mozilla Firefox or Apple Safari).

ACL reserves the right to suspend your use of the ACL Websites (including ACL products and Resources), or take other appropriate remedial action, to address any Prohibited Conduct or any violation or suspected violation of these Terms of Use.

Confidential Information

Information and content you send, post or upload to or through the ACL Websites will be deemed **NOT** to be confidential or proprietary. Except as expressly agreed in ACL’s standard product and services terms, or in a separate agreement between you (or your organization) and ACL, ACL has no obligation to protect or secure any information provided by you through the ACL Websites. Personal information is governed by the ACL Privacy Policy at: www.acl.com/privacy-policy.

The Registered Areas of the ACL Websites may contain Confidential Information of ACL. “Confidential Information” is anything which ACL does not make generally available to the public, and which it considers to be proprietary. Confidential Information includes, but is not limited to: (a) scripts, code or other technology; (b) technical information about ACL products, including product roadmaps; (c) personally identifiable information about an individual; (d) material or information which, given its nature, should reasonably be considered to be confidential; and (e) material or information which is marked “confidential”.

- You must maintain the confidentiality of all Confidential Information you obtain or access.

- You may use Confidential Information solely for the purpose for which it has been disclosed to you.
- You must not disseminate or distribute Confidential Information.
- You must not remove any proprietary notices contained in or on any Confidential Information.

Intellectual Property

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YOU ASSUME ALL RISKS IN THE TRANSMISSION OF ANY MATERIALS, DATA OR INFORMATION TO AND FROM ACL, INCLUDING ANY INTERCEPTION BY THIRD PARTIES.

Limitation of Liability

ACL WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE ACL WEBSITES OR FOR THE USE OR DOWNLOADING OF ANY RESOURCES, INFORMATION, PRODUCTS OR SERVICES MADE AVAILABLE ON THE ACL WEBSITES, EVEN IF ACL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT OR ANY OTHER LEGAL THEORY.

Disclaimer - Digital ID Certificate

ACL has acquired Digital ID certificates ("Certificate"). Each Certificate is a computer based record that contains, among other things, ACL's public key for use in connection with the encryption and decryption of electronic messages transmitted from selected portions of the ACL Websites.

Each Certificate supplier disclaims any warranty with respect to the services provided by such supplier and makes no assurances of the results of the cryptographic methods implemented in connection with its Certificate.

ACL does not make any representation or warranty, express or implied, concerning the Certificates or the results of the cryptographic methods implemented in connection with the Certificates, including any representation or warranty as to the functionality, performance, operation or non-infringement of the Certificates or the cryptography technology or any implied warranties of merchantability or fitness for a particular purpose.

Links to Other Websites

Links on the ACL Websites to third party websites are provided for your convenience only. ACL is not responsible for and does not endorse, control or make any representations or warranties as to the content, products or services offered from third party websites. You are responsible for complying with the terms of use for such third party websites, and for reviewing and understanding the privacy policies of such websites.

Applicable Law

The ACL Websites are controlled by ACL Services Ltd. from its offices in Vancouver, Canada. All matters relating to your access to or use of the ACL Websites will be governed by Canadian federal law or the laws of the Province of British Columbia. You agree to submit to the jurisdiction of the courts of British Columbia. ACL makes no representation that the ACL Websites or its contents comply with the laws of jurisdictions outside Canada.

Amendments

ACL retains the right to amend these Terms of Use at any time, including the right to revoke any permissions.

If you have any questions regarding these Terms of Use you may contact ACL at:

ACL Services Ltd.
1500, 980 Howe Street
Vancouver, British Columbia
Canada, V6Z 0C8
Attention: Legal Department
Email: legal@acl.com

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